ASSIGNMENT RECOI



Patents Only

To the Honorable Commission 102634914	Date: December 17, 2003 Attorney Docket No. 9389-11
Please record the attached original documents or copy thereof.	T
Name of conveying party(ies):	2. Name and address of receiving party(ies):
(A) Samuel D. Griggs (B) Dennis J. May	Delaware Capital Formation, Inc. 1403 Foulk Road Wilmington, DE 19803
Additional name(s) of conveying party(ies) attached? Yes x No	17.3
3. Nature of conveyance:	100
x Assignment Merger Security Agreement Change of Name Other Execution Date: (A) December 16, 2003 (B) December 16, 2003	
	Additional name(s) & address(es) attached?YesxNo
4. Application Serial No; Patent No	
If this document is being filed together with a new application, t is: December 17, 2003 Additional numbers attached? Yes x No	the execution date of the application
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:1
concerning document should be mailed:	7. Total fee (37 CFR 3.41) \$40.00
Julie H. Richardson, Esq. Myers Bigel Sibley & Sajovec P. O. Box 37428	Enclosed X Authorized to be charged to deposit account
Raleigh NC 27627	8. Deposit account number: 50-0220
DO NOT USE THIS SPACE	
9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Julie H. Richardson, Reg. No. 40,142 Name of Person Signing December 17, 2003 Date	
Total number of pages including cover sheet, attachments and doc	
"Express Mail" mailing label number EV 353611395 US Date of Deposit: December 17, 2003	
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Mail Stop Patent Application, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450. Rosal Lee Britson 00000229 500220 10738547	

01 FC:8021

40.00 DA

PATENT REEL: 014825 FRAME: 0786

ASSIGNMENT

THIS ASSIGNMENT, made by us, **Samuel D. Griggs**, citizen of the United States of America, residing at 2901 Piney Court, Raleigh, North Carolina 27606; and **Dennis J. May**, citizen of the United States of America, residing at 186 Lindo Johnson Road, Pittsboro, North Carolina 27312;

WHEREAS, we are joint inventors of certain new and useful improvements in

WITNESSETH: That,

countries:

invention(s) as described in said application, and in and to any and all Letters Patent which

shall be granted for said invention(s) in the United States of America and all foreign

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as

Page 1 of 2

fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made. We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention(s) and applications above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to promptly communicate to said assignee or its representatives any facts known to us relating to said invention(s), to testify in any interference or legal proceedings involving said invention(s), to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention(s) in all countries and to vest in the assignee complete title to the said invention(s) and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and we hereby instruct, and further covenant and agree to bind our heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this /6
day of December, 2003.

Samuel D. Griggs

(SEAL

Dennis J. May

Page 2 of 2

ATTORNEY DOCKET NO. 9389

RECORDED: 12/17/2003